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Attorney for Defendant  
CHOUHAN GROUP, LLC

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

ALBERT TORRES, JR.,

Plaintiff,

v.

CHOUHAN GROUP, LLC,

Defendant.

No. 2:21-cv-00167-DB  
Civil Rights

**CONSENT DECREE AND  
ORDER FOR INJUNCTIVE RELIEF FOR  
INJUNCTIVE RELIEF, DAMAGES, AND  
ATTORNEY FEES, LITIGATION  
EXPENSES, AND COSTS**

1. Plaintiff ALBERT TORRES, JR. filed a Complaint in this action on January 28, 2021, to enforce provisions of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, and California civil rights laws and to obtain recovery of damages for discriminatory experiences, denial of access, and denial of civil rights against Defendant CHOUHAN GROUP, LLC. Plaintiff has alleged that Defendant violated Title III of the ADA; Sections 51, 52, 54, 54.1, 54.3 and 55, of the California Civil Code, and Health and

1 Safety Code §§ 19953 *et. seq.* by failing to provide full and equal access to patrons of the  
2 Shopping Center located at 7547 Watt Avenue North Highlands, California.

3           2.       In order to avoid the costs, expense, and uncertainty of protracted litigation,  
4 Plaintiff and Defendant (together sometimes the “Parties”) agree to entry of this Consent  
5 Decree and Order to resolve all claims regarding injunctive relief, damages, and attorneys’  
6 fees, litigation expenses and costs, raised in the Complaint without the need for protracted  
7 litigation. Accordingly, the Parties agree to the entry of this Order without trial or further  
8 adjudication of any issues of fact or law concerning Plaintiff’s claims for relief.

9  
10 **JURISDICTION:**

11           3.       The Parties to this Consent Decree and Order agree that the Court has  
12 jurisdiction of this matter pursuant to 28 U.S.C. section 1331 for alleged violations of the  
13 Americans with Disabilities Act of 1990, 42 U.S.C. sections 12101 *et seq.* and pursuant to  
14 supplemental jurisdiction for alleged violations of California Civil Code sections 51, 54, and  
15 54.1.

16           WHEREFORE, the Parties to this Consent Decree hereby agree and stipulate to the  
17 Court's entry of this Consent Decree and Order, which provide as follows:

18  
19 **SETTLEMENT OF INJUNCTIVE RELIEF:**

20           4.       This Order shall be a full, complete, and final disposition and settlement of  
21 Plaintiff’s claims against Defendant for injunctive relief that have arisen out of the subject  
22 Complaint.

23           5.       The Parties agree and stipulate that the corrective work will be performed in  
24 compliance with the standards and specifications for disabled access as set forth in the  
25 California Code of Regulations, Title 24-2, and Americans with Disabilities Act Standards  
26 for Accessible Design, unless other standards are specifically agreed to in this Consent  
27 Decree and Order.

28           a.       **Physical Remedial Measures and Administrative Procedures:**

1 Defendant shall perform the following remedial work:

- 2 1. Repave the entire parking lot including correcting any issues with  
3 slopes and cross slopes that exist within the current designated  
4 accessible parking space.
- 5 2. Restripe parking lot so that there are a total of 23 parking spaces,  
6 including one fully compliant van accessible parking space with  
7 complaint signage.
- 8 3. Provide a compliant accessible path of travel from the designated  
9 accessible parking space to all of the shops in the Shopping Center.
- 10 4. Create a policy of maintaining the accessible features in the  
11 parking lot and ensuring that vehicles which are illegally parked in  
12 the designated accessible parking space or access aisle of the  
13 parking space are either immediately moved or towed away

14 b. **Timing:** Defendant will complete construction for remediation by  
15 September 1, 2021. If unforeseen difficulties, including any delays in  
16 the permitting process or as a result of the building department,  
17 prevent Defendant from completing any of the agreed-upon injunctive  
18 relief, Defendant or its counsel will notify Plaintiff's counsel in  
19 writing within seven (7) days of discovering the delay. Plaintiff will  
20 have thirty (30) days to investigate and meet and confer with  
21 Defendant, and to approve the delay by stipulation or otherwise  
22 respond to Defendant's notice. If the Parties cannot reach agreement  
23 regarding the delay within that time period, Plaintiff may seek  
24 enforcement by the Court.

25 c. Defendant or defense counsel will notify Plaintiff's counsel when the  
26 corrective work is completed, and, whether completed or not, will  
27 provide a status report to Plaintiff's counsel no later than September 1,  
28 2021.

1           d.       If Defendant fails to provide injunctive relief on the agreed upon  
2                   timetable and/or fail to provide timely written status notification, and  
3                   Plaintiff files a motion with the Court to obtain compliance with these  
4                   terms, Plaintiff reserves the right to seek additional attorney's fees for  
5                   any compliance work necessitated by Defendant's failure to keep this  
6                   agreement. If the Parties disagree, the parties agree to participate in a  
7                   Magistrate Judge-conducted Settlement Conference for the purposes of  
8                   resolving the disputed fees. If the Settlement Conference fails to  
9                   resolve the fee dispute, Plaintiff may seek an order directing the  
10                  Defendant to pay Plaintiff's reasonably incurred fees.

11  
12   **DAMAGES, ATTORNEYS' FEES, LITIGATION EXPENSES, AND COSTS:**

13           6.       The Parties have reached a separate settlement agreement regarding Plaintiff's  
14                   claims for damages, attorneys' fees, and litigation expenses, which agreement fully and  
15                   finally resolves Plaintiff's claims for damages, including attorneys' fees and litigation costs  
16                   and expenses against Defendants. There are two equal payments due on April 30 and May  
17                   31, 2021, respectively. The Parties request that Court retain jurisdiction to enforce the  
18                   monetary settlement should it become necessary.

19  
20   **ENTIRE CONSENT DECREE AND ORDER:**

21           7.       This Consent Decree and Order constitute the entire agreement between the  
22                   signing Parties on the matters of injunctive relief, damages, attorneys' fees, litigation  
23                   expenses, and costs, and no other statement, promise, or agreement, either written or oral,  
24                   made by any of the Parties or agents of any of the Parties that is not contained in this written  
25                   Consent Decree and Order, shall be enforceable regarding the matters of injunctive relief  
26                   described herein.

1 **CONSENT DECREE AND ORDER BINDING ON PARTIES AND SUCCESSORS IN**  
2 **INTEREST:**

3 8. This Consent Decree and Order shall be binding on Plaintiff, Defendant, and  
4 any successors-in-interest. Defendant has a duty to so notify all such successors-in-interest  
5 of the existence and terms of this Consent Decree and Order during the period of the Court's  
6 jurisdiction of this Consent Decree and Order.

7  
8 **MUTUAL RELEASE AND WAIVER OF CIVIL CODE SECTION 1542:**

9 9. Each of the Parties to this Consent Decree and Order understands and agrees  
10 that there is a risk and possibility that, subsequent to the execution of this Consent Decree  
11 and Order, any or all of them will incur, suffer, or experience some further loss or damage  
12 with respect to the lawsuit that is unknown or unanticipated at the time this Consent Decree  
13 and Order is signed. Except for all obligations required in this Consent Decree and Order, the  
14 Parties intend that this Consent Decree and Order apply to all such further loss with respect  
15 to the lawsuit, except those caused by the Parties subsequent to the execution of this Consent  
16 Decree and Order. Therefore, except for all obligations required in this Consent Decree and  
17 Order, this Consent Decree and Order shall apply to and cover any and all claims, demands,  
18 actions, and causes of action by the Parties to this Consent Decree with respect to the lawsuit,  
19 whether the same are known, unknown, or hereafter discovered or ascertained, and the  
20 provisions of Section 1542 of the California Civil Code are hereby expressly waived. Section  
21 1542 provides as follows:

22 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
23 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
24 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
25 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
**KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
**AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
**OR RELEASED PARTY.**

26 10. Except for all obligations required in this Consent Decree and Order each of the  
27 Parties to this Consent Decree and Order, on behalf of each, their respective agents,  
28 representatives, predecessors, successors, heirs, partners, and assigns, releases and forever

1 discharges each other Party and all officers, directors, shareholders, subsidiaries, joint venturers,  
2 stockholders, partners, parent companies, employees, agents, attorneys, insurance carriers, heirs,  
3 predecessors, and representatives of each other Party, from all claims, demands, actions, and  
4 causes of action of whatever kind or nature, presently known or unknown, arising out of or in  
5 any way connected with the lawsuit.

6  
7 **TERM OF THE CONSENT DECREE AND ORDER:**

8 11. This Consent Decree and Order shall be in full force and effect for a period of  
9 eighteen (18) months after the date of entry of this Consent Decree and Order by the Court.

10  
11 **SEVERABILITY:**

12 12. If any term of this Consent Decree and Order is determined by any court to be  
13 unenforceable, the other terms of this Consent Decree and Order shall nonetheless remain in  
14 full force and effect.

15  
16 **SIGNATORIES BIND PARTIES:**

17 13. Signatories on the behalf of the Parties represent that they are authorized to  
18 bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be  
19 signed in counterparts and a facsimile signature shall have the same force and effect as an  
20 original signature.

21 **END OF PAGE.**  
22 **SIGNATURES CONTINUE ON THE NEXT PAGE AND ORDER IS AT THE**  
23 **END OF THE DOCUMENT.**  
24  
25  
26  
27  
28

1 Dated: April 20, 2021

PLAINTIFF ALBERT TORRES, JR.

2  
3 /s/ Albert Torres, Jr.  
4 ALBERT TORRES, JR.

5 Dated: April 27, 2021

DEFENDANT CHOUHAN GROUP, LLC

6  
7 By: /s/ Joga Singh  
8 Print name: Joga Singh  
9 Title: CEO

10  
11 Approved as to form:

12 Dated: April 21, 2021

REIN & CLEFTON

13 /s/ Aaron M. Clefton  
14 By: AARON M. CLEFTON, Esq.  
15 Attorneys for Plaintiff  
16 ALBERT TORRES, JR.

17 Dated: April 28, 2021

LAW OFFICE OF RICK MORIN, PC

18  
19  
20 /s/ Rick Morin  
21 By: Rich Morin, Esq.  
22 Attorneys for Defendant  
23 CHOUHAN GROUP, LLC  
24  
25  
26  
27  
28

**ORDER**

Pursuant to the parties' stipulation, IT IS SO ORDERED.

Dated: April 30, 2021



DEBORAH BARNES  
UNITED STATES MAGISTRATE JUDGE

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